

RICHARD D. SCHRAMM, Esq., SBN 151696
EMPLOYMENT RIGHTS ATTORNEYS
1500 E. Hamilton Ave., Ste.
118 Campbell, California 95008
Tel: (408) 796-7551
Fax: (408) 796-7368

Attorneys for Defendant(s),
Esa Abdulla Ahmed dba Foothill Food & Liquor,
Sun-Hayward, LLC

TANYA E. MOORE, Esq., SBN 206683
MOORE LAW FIRM, P.C.
300 South Fjrst Street, Suite 342
San Jose, California 95113
Telephone (408) 298-2000
Facsimile (408) 298-6046
E-mail: service@moorelawfirm.com

Attorney for Plaintiff,
Gerardo Hernandez

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

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GERARDO HERNANDEZ,

Plaintiff,

vs.

**ESA ABDULLA AHMED dba
FOOTHILL FOOD & LIQUOR, SUN-
HAYWARD LLC.,**

Defendants.

) Case No. 21-CV-01984-JST

) **CONSENT DECREE AND**
) **[PROPOSED] ORDER**

) Action Filed: March 22, 2021

) Trial Date: TBD

INTRODUCTION

WHEREAS, Plaintiff GERARDO HERNANDEZ filed this action (Case No.: 4:21-CV-01984-JST) against Defendants seeking money damages and injunctive relief for, inter alia, violations of Title III of the Americans with Disabilities Act of 1990 (“the ADA”) and corresponding state law claims, as well as common law claims, in the United States District

1 Court for the Northern District of California on March 22, 2021. Defendants ESA ABDULLA
2 AHMED dba FOOTHILL FOOD & LIQUOR and SUN-HAYWARD, LLC, jointly filed their
3 Answer to the Complaint on April 15, 2021.

4 WHEREAS, Defendants and Plaintiff (collectively referred to herein as the “Parties”)
5 wish to settle the case and wish to enter into this Consent Decree. The Parties hereby enter into
6 this Consent Decree and Order for the purpose of resolving the lawsuit without the need for
7 protracted litigation, and without the admission of any liability.

8 JURISDICTION

9 WHEREAS, the Parties agree that the Court has jurisdiction of this matter for alleged
10 violations of the ADA, 42 U.S.C. 12101, et seq. and pursuant to supplemental jurisdiction under
11 28 U.S.C. §1367(a) for alleged violations of California Civil Code §§51 and 54 *et. seq.*

12 WHEREAS, in order to avoid the costs, expense, and uncertainty of protracted litigation,
13 the Parties agree to entry of this Order to resolve all claims raised in the above-entitled Action.
14 Accordingly, the Parties agree to the entry of the proposed Order related to this Consent Decree
15 without trial or further adjudication of the issues addressed herein.

16 WHEREFORE, the Parties hereby agree and stipulate to the Court’s entry of this
17 Consent Decree and Order, which provides as follows:

18 SETTLEMENT OF INJUNCTIVE RELIEF

19 1. Remedial Measures: The corrective work agreed upon by the Parties is attached
20 here to as **Exhibit “A.”** Defendants agree to undertake all of the remedial work set forth therein.

21 2. The Parties agree and stipulate that the corrective work will be performed in
22 compliance with the standards and specifications for disabled access as set forth in the
23 California Code of Regulations, Title 24-2, and the 2010 Americans with Disabilities Act
24 Standards.

25 3. Timing of Injunctive Relief: The remedial measures set forth on **Exhibit “A”**
26 shall be completed within 12 months of the Court’s approval and entry of this Consent Decree.

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MONETARY SETTLEMENT

4. Defendants shall pay to Plaintiff the total sum of \$30,000 (thirty thousand and no dollars) for damages, costs, and attorneys' fees. The payment shall be in the form of cashier's checks made payable to the Moore Law Firm, P.C. Trust Account and tendered to the Moore Law Firm, P.C., 300 South First Street, Suite 342, San Jose, California 95113, one check for \$15,000.00 within thirty (30) days of the date of Court approval and entry of this Consent Decree, and another check for \$15,000.00 within thirty (30) days thereafter. After Defendants have made their complete payments as described herein, this case will be dismissed with prejudice thereafter.

ENTIRE CONSENT ORDER

5. This Order shall be a full, complete, and final disposition and settlement of Plaintiff's claims against Defendants and any other parties for claims that have arisen out of the acts and/or omissions alleged, or which could have been alleged, in Plaintiff's Complaint.

6. This Consent Decree and Order and **Exhibit "A"** to this Consent Decree (which is incorporated herein by reference as if fully set forth in this document) constitute the entire agreement between the signing Parties, and no other statement, promise, or agreement, either written or oral, made by any of the Parties or agents of any of the Parties, that is not contained in this written Consent Decree and Order, shall be enforceable regarding the matters specifically described herein.

TERM OF THE CONSENT DECREE AND ORDER

7. This Consent Decree and Order shall be in full force and effect for a period of twenty-four (24) months after the date of entry of this Consent Decree and Order, or until the injunctive relief contemplated by this Order is completed, whichever occurs later. The Court shall retain jurisdiction of this action to enforce provisions of this Order for twenty-four (24) months after the date of this Consent Decree, or until the relief contemplated by this Order is completed, whichever occurs later.

SEVERABILITY

8. If any term of this Consent Decree and Order is determined by any court to be

unenforceable, all other terms of this Consent Decree and Order shall nonetheless remain in full force and effect.

SIGNATORIES BIND PARTIES

9. Signatories on the behalf of the Parties represent that they are authorized to bind the Parties to this Consent Decree and Order. This Consent Decree and Order may be signed in counterparts and a facsimile or e-mail signature shall have the same force and effect as an original signature.

10. Electronic signatures may also bind the Parties and/or their representative(s) as set forth in all applicable Local Rules. The undersigned counsel for the Parties do hereby attest that all electronic signatures are affixed only with the express written permission of the signatory.

Respectfully submitted,

Dated: January 14, 2022

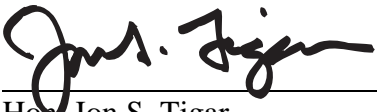
/s/ Tanya E. Moore
Tanya E. Moore, Attorney for Plaintiff,
Gerardo Hernandez

Dated: January 14, 2022

/s/ Richard D. Schramm
Richard D. Schramm, Attorney for Defendant(s),
Esa Abdulla Ahmed dba Foothill Food & Liquor,
Sun-Hayward, LLC.

IT IS SO ORDERED:

Dated: January 24, 2022


Hon. Jon S. Tigar
United States District Judge